

STORAGE

Union

2009

Linden, City of and

CITY OF LINDEN/PBA LOCAL #42

LABOR AGREEMENT 1983-1984

ARTICLE I

PARTIES TO AGREEMENT

This is an agreement made this       day of January, 1983, between the City of Linden, (hereinafter referred to as "City"), a Municipal Corporation, situated in the County of Union, and State of New Jersey, and the New Jersey State Policemen's Benevolent Association, Local #42, (hereinafter referred to as "P.B.A."), situated in the City of Linden, County of Union and State of New Jersey, representing the full time sworn employees of the Police Department of the City.

ARTICLE II

AREA OF NEGOTIATION

The City and the P.B.A. recognize that cooperation between the City and the members of the Police Department is necessary to accomplish the purposes for which the Police Department has been established and that such cooperation rests squarely on mutual understanding arrived at through collective negotiation. Therefore, the City hereby agrees that the P.B.A. has the right to negotiate as to rates of pay, hours of work, fringe benefits, other working conditions and procedures for the settlement and resolution of disputes and grievances.

ARTICLE III

RESPONSIBILITY OF PARTIES TO THIS AGREEMENT

SECTION I - UNIT TO BE RECOGNIZED

The City hereby recognizes the P.B.A. as the exclusive majority representative within the meaning of N.J.S. 34:13A-1.1, et seq., as amended, of all permanent police officers employed by the City, excluding the Chief of Police. Should a dispute arise as to the employees who constitute an appropriate unit, the Public Employment Relations

X January 1, 1983 - Dec 31, 1984

Commission of New Jersey or its designee shall investigate and resolve such dispute on its merits.

## SECTION II - RESPONSIBILITIES OF PARTIES

The City and the P.B.A. on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes. The P.B.A. will not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form, nor sanction any members leaving pending settlement of issues and disputes. The City and the P.B.A. will not, during the term of this Agreement, change any provision set forth herein; nor will the City in any manner cause, order, approve, participate in, or condone any lockout.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### SECTION 1 - HOURS OF WORK

A. The hours of employment for all members of the Police Department of the City who are or may be assigned to the Patrol Division shall be as follows:

1. Four (4) consecutive days on duty followed by four (4) consecutive days off duty provided that no police officer will be scheduled to work more than ten and three-quarters (10 3/4) hours in any one day, nor an average of more than thirty-seven and one-half (37 1/2) hours in any eight (8) consecutive week calendar period.

The foregoing hours of employment shall be changed back to the four (4) days on, two (2) days off, eight (8) hours per day work schedule, only if in the best interests of the City, as determined by the City, and after thirty (30) days prior written notice to the P.B.A.

2. Each Police Officer working in the Patrol Division shall be assigned, on the basis of rank seniority, preference to one (1) of five (5) daily shifts of ten and three quarters (10 3/4) hours each.

3. Probationary Police Officers will not be assigned permanently until after a minimum of six (6) months service in the Department.

ARTICLE IV, SECTION 1

4. In the event of an emergency and provided volunteers acceptable to the City are not available, officers may be assigned without regard to seniority to a particular shift for a period of time not to exceed eight (8) calendar weeks.

5. For the purpose of this Agreement, "Emergency" is defined as a shortage of manpower, civil unrest, acts of nature or unusual or unforeseen circumstances requiring extraordinary police action.

6. Upon completing an emergency assignment, each officer will be returned to his original shift schedule.

B. With the exception of the Record Bureau and Special Investigative Unit, the hours of employment for all members of the Department assigned to the Detective Bureau during the year 1983 shall be as follows:

1. Four (4) consecutive days on duty followed by three (3) consecutive days off duty; provided that no police officer will be scheduled to work more than nine (9) hours twenty-three (23) minutes in any one day.

2. The work schedule, as described in B-1 hereof, shall be on a trial basis for the year 1983. No later than November 15, 1983, the City shall review said work schedule, determine its operational value to the City and advise the P.B.A. no later than December 1, 1983 of the continuance of said work schedule through 1984.

C. The hours of employment for all members of the Department, other than the Patrol Division and the Detective Division shall be five (5) consecutive days on duty followed by two (2) consecutive days off duty; provided that no officer will be scheduled to work more than eight (8) hours in any one day.

Additionally, each officer so assigned will receive eighteen (18) days off with pay annually; said days must be scheduled in advance, subject to the Chief's approval.

D. Except in emergency, as defined in Article IX, Section 1, Paragraph 4,

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hereof, no change or modification of an employee's regular scheduled tour of duty shall occur without seven (7) calendar days advance written notice to the officer of such change by the Chief or his designee.

E. In an emergency, the Chief or his designee shall be allowed to summon and keep on duty as many officers as either shall deem necessary to cope with said emergency.

SECTION 2 - OVERTIME

1. Overtime at the rate of one and one-half (1½) times an officer's hourly rate of pay shall be paid to any officer who is required to work in excess of a regular scheduled daily tour of duty.

2. Overtime at the rate of one and one-half (1½) times an officer's hourly rate of pay shall be paid to any officer who is required to appear in Court, Municipal, County, Grand Jury, at the Court's request, and such appearance is in relation to his duty as an officer and outside of his scheduled hours of work. There shall be no overtime for Civil Court cases.

3. When an officer is held over to work beyond his regular scheduled daily tour of duty, overtime shall be calculated as follows: If such overtime should be less than one (1) hour, but greater than one-half (½) hour, one (1) hour of overtime shall be paid. If such overtime shall be less than one-half (½) hour, one-half (½) hour overtime shall be paid.

4. In the event that an officer is required to work on any of his scheduled holidays or called off vacation, he shall be entitled to overtime at the rate of one and one-half (1½) times his hourly rate of pay plus his regular day's pay. If an officer is required to work on said days for less than two (2) hours, he shall be paid a minimum of two (2) hours at his overtimes rate in addition to his day's pay.

## ARTICLE IV

### SECTION 3 - CALL IN PAY

1. Any officer having completed any tour of duty and is dismissed at the end thereof and who is recalled back to duty, shall receive a minimum of two (2) hours work or pay at his prevailing overtime rate, even though working less than two (2) hours. (For annual inspection officers will not receive overtime pay.)

### SECTION 4 - RULES GOVERNING OVERTIME

1. Except in emergency situations, as hereinafter defined, overtime shall be rotated among those officers in their respective divisions who choose to be listed on the overtime roster. Officers on limited duty for medical reasons shall be excluded from the overtime list. Any officer refusing an assignment of overtime shall be charged as having worked and placed on the overtime roster accordingly.

2. Any officer working overtime shall record said amount of overtime and date of such overtime on a form specifically provided for the Department head.

3. For the purpose of calculating an officer's overtime hourly rate of pay only, his highest annual base salary shall be divided by 1,950 hours (52 weeks times 37.5 hours). For the purposes of calculating an officer's daily vacation and sick leave rates of pay, his highest annual base salary shall be divided by two hundred sixty (260) days.

- a. For the purpose of the within paragraph, "highest annual base salary" shall be defined as follows: An officer's highest annual base salary shall be his annual salary entitlement plus any eligible earned longevity pay, educational credit compensation and detective investigative status pay.

4. The City shall pay overtime in the second pay period following the date on which the overtime hours were worked.

5. For those officers who are called to duty on their time off for full dress inspection, two (2) hours compensatory time will be granted. Those officers held over for inspection shall receive equal time off for time held over.

ARTICLE V  
VACATIONS AND HOLIDAYS

SECTION 1 - VACATIONS

1. Earned vacations are to be granted to all officers except those assigned to the Patrol Division in accordance with the following schedule, based on the established annual salary pay rates.

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION TIME IN WORKING DAYS</u>
1st year	1 day per month worked
1st through 5th year	12 working days per year
6th through 10th year	13 working days per year
11th through 15th year	17 working days per year
16th through 20th year	20 working days per year
21st through 25th year	23 working days per year
26th year and over	27 working days per year

2. Earned vacations are to be granted all officers assigned to the Patrol Division in accordance with the following schedule, based on their established annual salary pay rates.

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION TIME IN WORKING DAYS</u>
1st year	1 day per month worked
1st through 5th year	9 working days per year
6th through 10th year	10 working days per year
11th through 15th year	14 working days per year
16th through 20th year	17 working days per year
21st through 25th year	20 working days per year
26th and over	24 working days per year

3. Scheduling vacations - all vacations shall be taken during the current year and vacation time shall not be accumulated, excepting for emergency. Seniority in rank shall govern.

4. The vacation period fiscal year shall be from the first (1st) day of January to the thirty-first (31st) day of December each year.

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5. Earned vacations for less than one (1) year of service shall be granted during the first full fiscal year of employment.

6. During the second full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned schedule.

7. After the first full year of employment, the amount of vacation shall be determined by the anniversary date of employment and such vacation shall be granted during the fiscal year of said anniversary date.

8. If an officers leaves the Department by choice or is terminated for reasons other than retirement or layoff, earned vacation reimbursement will be determined by the officer's anniversary date of employment.

9. All vacations shall be granted at annual salary rates.

SECTION 2 - HOLIDAYS

1. Due to the emergency nature of the work of the Police Department, Policemen shall be granted nine (9) working days off with pay annually, in lieu of all official holidays. Each officer may, at his option, work and receive straight time pay for seven (7) of the nine (9) paid holidays for which he presently receives time off.

2. All new employees will receive three (3) working days off with pay in lieu of all official holidays for every four months or proportionate time for less than a four (4) month period to be worked in any calendar year.

3. Six (6) additional holidays shall be paid at straight time in lieu of time off, one each to be paid prior to April 1, July 1 and October 1, and three (3) prior to December 31 of each calendar year.

4. Only officers assigned to the Patrol Division will be paid on the basis of a ten and three-quarter (10 3/4) hour day for each holiday paid in lieu of time off. All other officers will be paid on the basis of an eight (8) hour day for said

holidays paid in lieu of time off.

5. Qualifications for payment of each holiday in lieu of days off will be active employment for a minimum of six (6) weeks in each eight (8) calendar week period of the first forty-eight (48) calendar weeks of the year.

### SECTION 3 - PERSONAL DAYS OFF

1. Officers assigned to the Patrol Division only, will receive two (2) personal days off annually with pay. Each personal day off must be requested a minimum of five (5) days in advance and will be granted subject to the Chief's final approval, which shall not be unreasonably withheld.

2. Personal days must be used during each calendar year.

3. Upon retirement, death or layoff, personal days will be reimbursed, one each, for active employment in the Patrol Division for a minimum of thirty (30) calendar days in each period between January 1 and June 30 and between July 1 and December 31 of the calendar year.

## ARTICLE VI

### SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

#### SECTION 1 - SICK LEAVE

1. As used in this subsection, sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

2. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after two (2) working days. During extended sick leave periods of thirty (30) consecutive days or more, an additional doctor's certificate shall be furnished within three (3) days after the initial thirty (30) day period and every thirty (30) days thereafter. Such certifi-



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cates shall state the nature and prognosis of the illness or injury.

3. In the first year of employment, an employee shall be entitled to one (1) working day sick leave for each month of employment. Sick leave shall accumulate on the basis of 1½ days per month or fifteen (15) days per year. Sick leave may be accumulated from year to year. No employee shall be deprived of sick leave benefits accrued him for unused sick leave.

4. In the case where accumulated sick leave has been exhausted, City Council may, upon receiving a request for extended sick leave from a duly authorized physician submitted through the office of the Chief, under N.J.S. 40:11-9, now 40A:14-16, grant additional sick leave up to one (1) calendar year. The Chief of Police shall forward the physician's request for extended sick leave to the City Council within thirty (30) days after receipt thereof. Such determination shall be based on a medical report. Request for additional sick leave, under N.J.S. 40:11-19, now 40A:14-16, shall be made at 90 day intervals during the first calendar year leave when applicable.

5. Accumulated sick leave of more than four (4) days may be used by an employee for illness, quarantine, restriction, pregnancy or disabling injury affecting a member of his immediate family, provided a physician certifies the need of such employees personal attendance upon the affected. For the purpose of this paragraph immediate family means spouse, child, parent or unmarried brother or sister. An employee shall not have charged against his accumulated sick leave any time that he may be quarantined due to on the job exposure to any disease.

SECTION 2 - LEAVE OF ABSENCE AS A RESULT OF INJURY IN THE LINE OF DUTY

1. When an employee is injured in the line of duty, the City Council shall, pursuant to R.S. 40:11-8 and 40:11-9, pass a resolution giving the employee up to one year's leave of absence with pay, upon sufficient medical evidence of proof of

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the inability of the employee to work. Said leave shall be granted in units of 30 days at one time. When such action is taken, the employee shall not be charged any sick leave for time lost due to such injury.

2. Prior to the passage of the resolution referred to in Paragraph 1, a contract shall be executed between the employee and the City, setting forth that the employee shall reimburse the City for monies he may receive as Worker's Compensation, for temporary benefits. Reimbursement to the City of Linden is limited to monies paid by the City to the employee in salary in the course of the employment.

SECTION 3 - LEAVE BECAUSE OF DEATH IN IMMEDIATE FAMILY

1. Leave with pay shall be granted to an employee in the event of death in his immediate family. The leave shall terminate the day following the funeral. The term immediate family, for the purpose of this subsection, shall include:

- a. The employee's spouse, child, parent, step-child, brother, sister mother-in-law, father-in-law, or other blood relative living in the employee's household.

2. One (1) day off with pay shall be granted to an employee for the funeral of his brother-in-law, sister-in-law, aunts, uncles, nieces, nephews and grandparents of both spouses, provided said employee attends the funeral.

SECTION 4 - MILITARY LEAVE

1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard, or reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation.

2. When an employee not on probation, has been called to active duty or inducted into the Military or Naval Forces of the United States, he shall automatically

#### ARTICLE VI, SECTION 4

be granted an indefinite leave of absence without pay for the duration of such active military service, and the City shall make pension payments required during said leave. Each employee shall be reinstated without loss of privileges or seniority provided he reports to duty with the City within sixty (60) days following his honorable discharge or separation from the Military Service, and provided he has notified the City of his intent to report for duty within thirty (30) days prior to his discharge from Military Service.

#### SECTION 5 - OUTSIDE EMPLOYMENT

Employees may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the employee's performances of his duties, which shall be judged by his immediate supervisor and/or the Chief of Police.

#### SECTION 6 - LEAVE OF ABSENCE

The Mayor or Chief, on request of an officer, upon seven (7) days' notice, may grant up to one year's leave of absence without pay to said officer, when confirmed by City Council. Said leave may only be granted upon receipt of a written request signed by the officer. If an officer overstays such leave without valid reason, his employment with the City shall be deemed to be terminated. During a requested leave of absence an employee's seniority shall cease to accrue and all other benefits, considerations and entitlements of any kind shall be suspended. The City shall notify the employee within thirty (30) days which benefits shall cease and when such benefits shall cease. Nothing contained in this paragraph shall supersede any Civil Service rulings now on the books.

#### SECTION 7 - SALARY PAYMENT ON DEATH

1. In the event of the death, retirement, or layoff of an officer, payment of

#### ARTICLE VI, SECTION 7

salary be made up to and including the date of death, retirement or layoff, together with any vacation, holidays, and accumulated sick leave to which the employee may be entitled for services heretofore rendered to the City of Linden. However, payment for accumulated sick leave shall be limited to one (1) day's pay at the rate which is in effect on the date of death, retirement or termination, for each three days of accumulated sick leave for the first two hundred one (201) days of earned sick leave and similarly one (1) day's base pay for each two (2) days of accumulated sick leave over and above two hundred and one (201) days, to a maximum total reimbursement of nine thousand five hundred dollars (\$9,500.00). In the event of death, an officer's beneficiary or estate will receive all accumulated time earned by the officer up to the date of death.

2. Any officer who chooses to terminate his employment with the Department or who is terminated for reasons other than death, retirement or layoff, will not be entitled to reimbursement for unused sick leave.

3. Upon retirement, an officer may, at his option, defer payment of unused sick leave and vacation time for a period of one (1) year from the official date of said retirement, provided such deferral is permitted by law.

#### SECTION 8 - ASSOCIATION BUSINESS LEAVE

1. Members of the P.B.A. Good Welfare Committee are designated as the P.B.A. Negotiating Committee. These members, seven (7) in number, shall be granted leave from duty with full pay for all meetings between the City and the P.B.A. for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

2. As in the past, the P.B.A. President shall be granted time off without loss of regular pay or time due to attend regularly scheduled State and Local P.B.A.

#### ARTICLE VI, SECTION 8

meetings when such meetings are conducted at a time when the President is scheduled to work. Additionally, the P.B.A. President shall, without loss of pay, be granted time off during working hours to attend any scheduled hearing or a grievance to the within Agreement or any emergent personnel or departmental problem where his attendance has been requested by either the Police Chief or a Police Officer. The aforementioned time off for scheduled meetings or hearings shall only be granted upon written notice to the Chief.

3. The P.B.A. Grievance Committee, seven (7) in number, shall be granted leave with full pay for all meetings between the City and the P.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

4. The State Delegate of the P.B.A. shall be granted leave from duty with full pay for all meetings of the State P.B.A. and the County P.B.A. meetings and all membership meetings of the Local P.B.A. when such meetings take place at a time when such officer is scheduled to be on duty.

5. The President, State Delegate and two (2) alternate delegates, elected to represent the P.B.A. at their annual convention shall be granted leave from duty with full pay to attend said convention.

#### ARTICLE VII

##### OTHER BENEFITS

#### SECTION 1 - CLOTHING ALLOWANCE

1. Each new member of the Department shall, on the date of his hire, be outfitted with a complete winter and summer uniform. Such uniform shall consist of three shirts and two trousers for each season (winter and summer), a Tuffy coat, one winter coat, one hat and two ties, not to exceed \$700.00 total cost during the initial twenty-four (24) months of employment. In the event an employee resigns or is terminated from the

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Department within 18 months of hire, the entire uniform issue or the equivalent cost thereof shall be returned or paid to the City. Each new member of the Department shall also be issued, upon the date of hire, all necessary standard police equipment inclusive of service revolver.

2. Each uniformed officer shall receive from the City an annual clothing credit of \$350.00 for replacement of clothing and equipment. All uniformed officers with five (5) or more years of accredited service in the Department, may no later than January 15, of each year, have the option of receiving up to one-third (1/3) of the allocated clothing allowance in cash. The aforesaid cash payment is intended to be used to purchase particular types of individual officer's clothing and equipment not furnished by the City. Except for the one-third (1/3) cash allowance, the replacement of clothing and equipment shall be selected by each employee and shall be purchased by the City in the usual bid manner. The accepted bid price shall be forwarded to the P.B.A. by the City. The difference between the actual retail price of the clothing and equipment and the accepted bid price thereof shall be credited to the account of each officer for the purchase of additional clothing and equipment.

3. All members of the plainclothes and detective ranks shall receive a payment of \$187.50 in June and \$187.50 in December in lieu of clothing issue.

4. Each officer shall receive from the City an annual non-taxable cash clothing maintenance allowance of \$204.00 for maintaining and cleaning of their uniforms. All officers shall receive said payment of \$204.00 in the first pay period of each December.

5. If, in the performance of his duty, an officer's uniform or equipment is damaged, or if not due to negligence on the part of the officer, personal effects (i.e. eyeglasses, watches, etc.) are damaged or broken, the City shall replace same

ARTICLE VII, SECTION 1

upon approval of the Chief, which approval shall not be unreasonably withheld.

6. The service revolver provided by the City shall be returned to same upon termination of the officer's duties with the City.

7. In the event an officer terminates his employment in the Department in any manner whatsoever, said officer or his estate shall receive a pro rata reimbursement for clothing allowance and clothing maintenance, whenever possible.

SECTION 2 - INSURANCE BENEFITS

1. All employees of the Police Department covered by this Agreement and their eligible dependents shall be entitled to full coverage of Blue Cross-Blue Shield Hospitalization Plan, including Rider "J", and Major Medical, under the State Plan, the premiums of which shall be paid for by the City. Additionally, upon retirement, all employees and their eligible dependents shall be entitled to all health benefits as provided through Chapter 88 Public Laws of the State of New Jersey - 1974, as it exists and may be amended.

2. The City shall provide all officers and their eligible dependents with dental care, vision care and prescription drug benefit plans. The entire cost of premiums to these benefit plans will be paid by the City.

3. The City shall provide each employee with an individual life insurance policy payable upon death in a face amount of not less than \$15,000.00 and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

4. An immunization program is to be provided under the administration of the Chief of Police.

5. Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of or in the course of

## ARTICLE VII, SECTION 2

or within the scope of the performance of his duties, the City shall defend such employee and shall defray all costs of defending such action, including the payment of counsel fees and expenses, judgments, costs of appeal, if any, and shall save harmless and protect such employee from financial loss resulting therefrom. Should any criminal or disciplinary action be instituted against employees entitled to defense in civil actions according to the foregoing sentence for any such act or omission arising out of his employment as a police officer, the City shall reimburse him for the cost of defending such proceedings, including counsel fees and expenses together with the costs of appeals, if any. The City Attorney shall provide legal services for such employee or the Governing Body shall engage special counsel at reasonable fees to handle the defense of such employee. If the employee does not desire the services offered by the City of Linden, he shall be responsible for his own fees and expenses. Funds shall be allocated in the annual budget for any prospective legal fees for such action.

## SECTION 3 - COLLEGE INCENTIVE PLAN

1. Any police officer attending school to attain an Associate Degree in Police Science shall in addition to his regular annual salary receive \$11.00 per credit earned, up to a maximum of sixty-four (64) credits in 1983 and one hundred thirty-two (132) credits in 1984, and upon satisfactory completion of each course with a minimum passing grade of "C" or its equivalent, each officer shall be reimbursed for all book and tuition costs. This additional compensation shall be effective January 1 and July 1 of the current year, whichever date is closest to having earned such credits.

## ARTICLE VIII COMPENSATION

### SECTION 1 - SALARY

1. The City will pay each officer at the end of each two week period.



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2. Base salary (for the purpose of this Agreement) shall be the highest salary that an officer is duly and properly authorized to receive at the beginning of each calendar year. Salaries for the members of the Police Department shall be paid in accordance with the following schedule:

<u>RANK - BASE SALARY</u>	<u>EFFECTIVE JANUARY 1, 1983</u>	<u>EFFECTIVE JANUARY 1, 1984</u>
Police Captain	33,930	36,977
Police Lieutenant	30,845	33,313
Police Sergeant	27,789	30,012
Police Officer 1st Grade	24,376	26,326
Police Officer 2nd Grade	23,571	25,457
Police Officer 3rd Grade	22,764	24,585
Police Officer 4th Grade	21,959	23,715
Police Officer Probationary	16,347	17,655

3. Police Sergeants will receive 14% above Police Officers 1st Grade base salary. Police Lieutenants will receive 11% above Police Sergeants base salary. Police Captains will receive 10% more annually in 1983 and 11% more annually in 1984 than Police Lieutenants annual base salary. Each police officer shall reach maximum base salary upon the completion of five (5) years of service.

4. Police officers assigned to Detective Investigative status shall receive, in addition to their annual base salary, an amount equivalent to seven and one-half percent (7½%) of the annual base rate of pay of a Police Officer 1st Grade.

5. Police officers assigned to the Special Investigative Unit will receive annually an additional two hundred fifty dollars (\$250.00) in 1983 and an additional three hundred fifty dollars (\$350.00) in 1984, over and above their base rate of pay.

SECTION 2 - LONGEVITY

1. All full time sworn employees of the Police Department classified employees of the City of Linden employed prior to January 1, 1975 are eligible for a longevity pay program in the following manner.

Each classified employee who shall have completed more than five (5) years but

less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary:

More than 10 years, but less than 15 years.....	4%
More than 15 years, but less than 20 years.....	6%
More than 20 years, but less than 25 years.....	8%
More than 25 years.....	10%

1A. Longevity for employees entitled thereto between the period of January 1st to June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st. The longevity shall be calculated based on the salary as of December 31st of the preceding year.

2. In no case will the longevity pay exceed the sum of \$1,200.00 annually.

3. Additional compensation of any nature, including overtime pay, will not be considered in computing longevity pay.

4. Salaries shall be paid in equal bi-weekly installments to employees.

5. In computing the periods of longevity payments, credit will be given for all times served with the City, which time must be consecutive and uninterrupted. Any interruption in service due to a cause beyond the control of the employee, such as Military Service, injury in the line of duty, or illness, shall be considered as service for the purpose of determining the compensation of said longevity periods. Leaves of absence granted at the request of the employee will not be considered in determining length of service.

### SECTION 3 - WORKER'S COMPENSATION

All members will be covered by Worker's Compensation.

## ARTICLE IX MISCELLANEOUS

### SECTION 1 - DEFINITIONS

1. Full Time Sworn Employees: Full time sworn employees are all regular full

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time Police Officers, Investigative Detectives, Plainclothesmen and Superior Officers employed by the City, in the Police Department, who shall be subject to 24 hour call, which includes Sundays and Holidays.

2. Established Annual Salary: The established annual salary shall mean base salary plus longevity.

3. Increments: All increments for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Increments for employees entitled thereto for the period of July 1st to December 1st shall commence on the preceding July 1st.

4. Emergency: The term emergency as used herein shall mean any unusual conditions caused by fire, disaster, civil disturbance, melee or riot or vacancies caused by sickness or injury reported or having occurred less than twelve (12) hours prior to the commencement of the employees' tour of duty whereby the safety of the public is endangered or imperiled or where an entire shift is held over or an entire shift is called in early.

5. Seniority: Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hiring. An employee's length of service shall not be reduced by time lost due to Military Service, injury in the line of duty or illness. Seniority shall be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation
- c. Absence of five (5) consecutive working days without leave or notice.

5A. Rank Seniority: Rank seniority is defined as the accumulated length of continuous service in a single rank classification.

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5B. Division Seniority: Division Seniority is defined as the accumulated length of continuous service in a particular division of the Police Department.

5C. With the exception of the Patrol Division, Division Seniority by rank shall prevail in the selection of vacations and days off.

In the Patrol Division, Rank Seniority shall prevail in the selection of vacations, work shifts and days off.

6. Scheduled Holidays: When an officer has been granted a day off officially on the bulletin board.

SECTION 2 - OTHER TERMS AND CONDITIONS

1. For the purpose of computing an officer's daily rate of pay, divide the officer's established annual salary by 260 days.

2. Each officer shall have the right to inspect his entire personnel file on reasonable notice and at reasonable time, provided a designated superior officer is present at the time of inspection.

3. The City agrees that the individual officer will be notified if material derogatory to such individual officer is placed in his personnel file.

4. Any officer will be permitted to volunteer his earned holidays off with pay or vacation days to another officer of the same or a lesser grade classification in the same division of the Department.

ARTICLE X

MANAGEMENT RIGHTS CLAUSE

All powers, duties and responsibilities which the Mayor, Governing Body and Department Chiefs had prior to the signing of the Agreement, including but not limited to the right to hire, promote and discharge, suspend or otherwise mete out discipline for good and just cause, shall continue to be retained by them,

except insofar as specifically limited by the Agreement, and then only insofar as such limitations are legal.

#### ARTICLE XI

##### GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the P.B.A., or its members employed by the City, concerning the application or interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences or disputes immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof:

Step 1. A meeting shall be held immediately between the aggrieved employee and the superior in charge. The superior shall render a written decision in the matter within five (5) working days of the meeting.

Step 2. If no satisfactory agreement is reached at Step 1, a meeting shall be held within twenty (20) working days thereof between the aggrieved employee, a P.B.A. representative and the Chief and Mayor. The Chief and Mayor shall render a written decision in the matter within ten (10) working days of the meeting.

Step 3. In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance may be submitted to arbitration at the request of either party to the New Jersey State Board of Mediation. An arbitrator shall be selected by the parties in accordance with the Rules of said Agency. The decision of such arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be born equally between them. Only the P.B.A. or the City shall have the right to submit a matter of arbitration.

ARTICLE XII

TERM

This Agreement shall be effective retroactive to January 1, 1983 and shall continue for a two (2) year period through December 31, 1984. Either party wishing to terminate, amend, or modify this Agreement after December 31, 1984 must do so by giving written notice to the other party no later than 120 days and no less than 60 days prior to December 31, 1984.

In the event a notification of termination of this Agreement is given by either party as required above and a new contract has not been entered into by January 1, 1985, it is agreed and understood that this Agreement shall remain in full force and effect until such new contract is ratified by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the date and year first written above.

CITY OF LINDEN:

George Hudak  
BY: GEORGE HUDAK, MAYOR

LINDEN P.B.A. LOCAL #42

Salvatore Bivona  
BY: SALVATORE BIVONA, PRESIDENT

ATTEST:

Val D. Imbriaco  
BY: VAL IMBRIACO, CITY CLERK

ATTEST:

Mark McCue  
BY: MARK MCCUE, RECORDING SECRETARY

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